

Release of Liability, Waiver-of Claims, Assumption of Risks & Indemnity Agreement

Event Name: _____

Read carefully. By signing this document, you will waive certain legal rights, including the right to sue.

Name: _____

Address: _____ City / Province: _____ Postal Code: _____

Home Tel. No: _____ Bus. No: _____ Cell No: _____

Email: _____

Birth Date (mm/dd/yyyy) _____ Age: _____ Sex: Male Female Other

To: The Corporation of the City of Vaughan, and its respective elected officials, directors, officers, employees, agents, independent contractors, sub-contractors, representatives, successors and assigns (hereinafter collectively referred to as the "Releasees"):

I, _____ freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation as a volunteer in the Green Guardians Program.

Without limiting the generality of the foregoing, the Participant hereby agrees to waive any and all claims against the Releasees with respect to any injuries sustained in participating in the _____ (Insert Name of Event)

Release of Liability, Waiver of Claims & Indemnity Agreement

In consideration of the Releasees permitting me to participate as a volunteer with the Green Guardians Program and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Green Guardians Program DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.O. 1990, c.O.2, AS AMENDED, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF my participation in the Green Guardians Program.



Release of Liability, Waiver-of Claims, Assumption of Risks & Indemnity Agreement

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Green Guardians Program.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, paralysis or death resulting therefrom.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Green Guardians Program other than what is set forth in this Agreement.

I am aware that by participating as a volunteer with the Green Guardians Program I am not provided with any disability, accident or medical insurance or compensation and that I am not covered by the Workplace Safety & Insurance Act, 1997, S.O. 1997c. 16, Schedule A, as amended, should I become injured while participating as a volunteer. _____

Initial

I confirm that I have read and understood this Agreement prior to signing it, and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees notwithstanding that the same may have been occasioned or contributed to by the Releasees negligence.

Personal information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001 c.25, as amended. It will be used to process your application form and establish the suitability for volunteer placement. Questions about this collection should be directed to the to be directed to the Director of Parks, Forestry & Horticulture Operations Department, City of Vaughan, 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, 905.832.8577.

Signed this _____ Day of _____ 20_____.

*Signature of Parent/Guardian _____ Print Name: _____
(for children under 18 years of age) **Note: *Signatures of all parents / guardians are required for this release**

I confirm that I have consulted with all persons that have any custodial/legal guardianship rights whatsoever with respect to my child/children, including, but not limited to, my spouse, the child's/children's biological parent, relative etc., and they have authorized me to sign this Release of Liability, Waiver-of Claims, Assumption of Risks & Indemnity Agreement on their behalf.

Signature of Volunteer: _____ Print Name: _____

Signature of Witness: _____ Print Name: _____

CS13260

Please note: To submit the application online, download the PDF to your computer first. Fill out all required fields on the application and then click the submit button. Some internet browsers may not allow the user to submit the application directly online and to avoid any issues please download the PDF.

